



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adult Crossing Guard Study - Various Locations

MEETING DATE: July 17, 1991

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council review the following adult crossing guard study and take the appropriate action.

BACKGROUND INFORMATION: The Public Works Department has received a request from the Lodi Unified School District (LUSD) to perform adult crossing guard studies at various locations due to the School District's elimination the majority of student busing (except special education) within the City limits as of July 1. The School District has requested that the City of Lodi perform adult crossing guard studies at the following schools and locations.

<u>School</u>	<u>Location</u>
Erma REese	Lower Sacramento Road @ Elm Street
Heritage	Cherokee Lane @ Hale Road
Lawrence	Turner Road @ Coloma Street Lockeford Street @ Washington Street

The adult crossing guard agreement between the City and the School District states that the City will **study** any location where the School District provides information indicating that the minimum State of California (Caltrans) guidelines for the placement of adult crossing guards may be satisfied (Exhibit A). The minimum number specified in these guidelines is 40 elementary school pedestrians for each of any two hours daily (Exhibit B). Due to the low number of students (15 to 20) indicated by the School District residing north of Turner Road at Coloma, the staff did not perform a study at this location. This does not prevent the School District from providing an adult crossing guard at this location or any other location(s) at the School District's expense.

The results of the City's study of the remaining three locations are as follows:

APPROVED: _____


THOMAS A. PETERSON
City Manager



Lower Sacramento Road @ Elm Street

At signalized intersections, Caltrans guidelines are satisfied when there are at least 40 elementary school pedestrians and 300 vehicular uncontrolled turning movements (right turns) over the crosswalk for each of any two hours of the day, or crosswalks are over 80 feet long with no intermediate refuge area or there is a high proportion of large commercial vehicles. The total volumes of all legs of the intersection are:

<u>Pedestrians</u>		<u>Turning Vehicles</u>	
AM	PM	AM	PM
21	22	123	151

Staff observed 3 commercial trucks in the morning and 15 trucks in the afternoon. Staff also reviewed the pedestrian timing and observed that all 7 of students had sufficient time to cross Lower Sacramento Road.

Available accident records from 1987 through March of 1991 indicate that there have been no pedestrian accidents at this location. This traffic signal was activated in July of 1990. The posted speed limit on Lower Sacramento Road is 45 mph. The curb-to-curb width at the crosswalk is 86 feet.

Based on the above guidelines, an adult crossing guard is not satisfied at this location. In order to accommodate the LUSD request, staff studied this location as soon as possible after receiving the request. We subsequently learned this track does not have the largest amount of students from the Park West subdivision. We will restudy this intersection after August 26, 1991 when the largest amount of students use this crossing.

Cherokee Lane @ Hale Road

While staff was performing traffic counts at this location, a number of students were observed crossing at Eden Street. The Eden Street pedestrians were included in the study since Heritage School is located on Eden Street. Also, there is no sidewalk on portions of the west side of Cherokee Lane between Hale Road and Eden Street.

At uncontrolled crossings, Caltrans guidelines are satisfied when there are at least 40 elementary school pedestrians and 350 vehicles through the crosswalk for each of any two hours of the day. The total volumes for Eden and Hale crossings are:

<u>Pedestrians</u>		<u>Vehicles</u>	
AM	PM	AM	PM
28	31	871	1183

in addition, there was an additional 28 adults crossing Cherokee Lane with their children in the morning and afternoon.

In reviewing available accident records for a 4½ year period (1987 through March 1991), both intersections have pedestrian accidents. At the Cherokee and Hale intersection, there were six pedestrian/vehicle accidents. Three of the six accidents involved a child under 13 with one occurring near school hours. At the Cherokee and Eden intersection, there were five pedestrian/vehicle accidents. None of these accidents involved elementary school age children. The posted speed limit on this section of Cherokee Lane is 35 mph. The curb-to-curb street width is 75 feet.

City Council recently approved a yellow flashing beacon installation at Cherokee Lane and Hale Road to warn motorists of a pedestrian crossing. The equipment has been ordered and should be installed in the next four to six weeks.

Staff intends to recommend a yellow flashing beacon at Cherokee/Eden in the 1991/92 Capital Improvement Program.

Although the pedestrian volumes do not meet the Caltrans guidelines, staff feels that due to the high number of pedestrian accidents and lack of controls, an adult crossing guard is reasonable at one of these intersections.

The cost could be shared with the LUSD for an adult crossing guard at one of these locations. The proper location should be determined with City staff and LUSD officials.

Lockeford Street @ Washington Street

While staff was performing traffic counts at this location, a large number of students were observed crossing at Calaveras Street. The pedestrians observed crossing at Stockton Street and at Calaveras Street have been included in this survey. The majority (approximately 80%) of pedestrians were observed crossing at Calaveras Street.

At uncontrolled crossings, Caltrans guidelines are satisfied when there are at least 40 elementary school pedestrians and 350 vehicles through the crosswalk for each of any two hours of the day. The total volumes are:

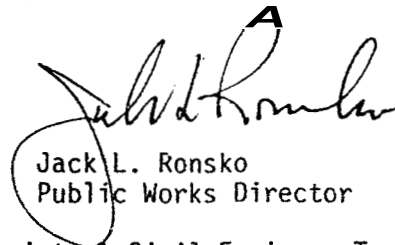
<u>Pedestrians</u>		<u>Vehicles</u>	
AM	PM	AM	PM
86	85	733	742

Available accident records from 1987 through March of 1991 indicate that no school age pedestrians were struck by vehicles at Calaveras Street, Washington Street or Stockton Street. The posted speed limit on this section of Lockeford Street is 30 mph. The curb-to-curb street width is 40 feet.

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The results of our study indicate that Caltrans guidelines for an adult crossing guard are satisfied at Lockeford Street and Calaveras Street. The guidelines were not satisfied at Washington Street or at Stockton Street. Staff has observed that students using the crossing at Calaveras Street are walking across one railroad branch line and three siding tracks located between Railroad Avenue and Lockeford Street (Exhibit C). Although these railroad tracks are seldom used, there is no formal crossing provided. There is also no sidewalk along much of the south side of Lockeford Street. Based upon these factors, staff is reluctant to encourage students to cross the railroad tracks by placing the adult crossing guard at Calaveras Street. However, we cannot expect these students to walk down to Washington Street if the adult crossing guard is placed there. Staff recommends that an adult crossing guard be approved for Lawrence School at Lockeford Street and that the District determine the appropriate intersection. We recommend that the School District apply to the Public Utilities Commission for a pedestrian walkway across the railroad tracks. City staff will assist in the preparation of this application.

FUNDING Funding for adult crossing guards to come from the General Fund (fines and forfeitures).



Jack L. Ronsko
Public Works Director

Prepared by Paula S. Fernander, Assistant Civil Engineer-Traffic, and Rick S. Kiriu, Senior Engineering Technician

JLR/RSK/mt

Attachments

cc: Street Superintendent
Police Chief
Assistant Civil Engineer-Traffic
LUSD Police Services - Biglow
LUSD - Terry Heath
Erma Reese School Principal - Blumenthal
Lawrence School Principal - Morrison
Heritage School Principal - Ostgaard
Lawrence School PTA President
Heritage School PTA President
Concerned Citizens

A G R E E M E N T

THIS AGREEMENT made and entered into this 11th day of April, 19 86, by and between LODI UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (hereinafter "School District") and the CITY OF LODI, a municipal corporation of the State of California (hereinafter "City").

WHEREAS, City has a statutory duty under Education code Section 45452 to reimburse School District for the costs of employing school crossing guards if the requisite criteria are met; and

WHEREAS, school District has determined that certain school crossing(s) may be eligible for school crossing guards under Education code Section 45452;

NOW, THEREFORE, it is hereby agreed as follows:

1. REQUEST

When the School District determines a school crossing may be eligible for adult crossing guards, it shall request in writing, the City to conduct the necessary studies. The request shall cite location, reasons for request, and peak hourly pedestrian time periods. The request shall also include current controls and contact person for the specific location.

2. STUDY PROCESS

A. Data Collection

Upon receipt of written request, City **staff** shall conduct ~~the~~ necessary studies. The study shall be conducted in accordance with current traffic engineering practices **and** procedures. It shall include, but not be limited to, the following:

- (1) Traffic Volumes
- (2) Accident History
- (3) Pedestrian Counts
- (4) Roadway Geometrics

B. Analysis

Conditions defined by the data shall be measured against ~~the warrants~~ for adult crossing guards contained in the then current edition of the Traffic Manual published **and adopted** by the **State of California**.

C. Funding

(1) It is agreed that the City will fund adult crossing guards at any school crossing ~~which meets~~ the criteria set forth **above**.

(2) The City shall not **be required to** fund adult crossing **guards** at any school crossing which does not meet these criteria.

(3) The City shall pay to the School District a maximum of \$3,000 per eligible adult crossing guard location for the 1985-1986 **school year**. As set out in section 3, subsection **D. of this Agreement**, District shall notify City of its expected costs for 1986-1987 school year **and each year** thereafter.

3. EMPLOYMENT

A. Standards

It is agreed that *the* School District shall be responsible for the hiring of *the adult crossing guards*. Adult crossing *guards* shall be considered the employees and agents of the School District. The City shall assume no liability for the actions or conduct of any School District employees, including but not limited to, the adult crossing *guards*.

B. Training

The School District shall be responsible for the training of persons employed as adult crossing *guards*.

C. Salaries

Establishment of wages for the position shall be by the school District. The School District shall on September 1 of each year file with the city a copy of its Classified *Salary* schedule to be in effect for the following twelve (12) months. The School District shall immediately notify the City of any amendments to this *schedule* as said amendments pertain to the classification of Adult Crossing Guard.

D. Work Program

The School District shall on September 1 of each year file with the City a work program for *the* following twelve (12) months for the classification of Adult Crossing Guard. This work program shall include *the* following information

concerning each adult crossing guard authorized under *the* terms and conditions of this agreement:

- (1) Location
- (2) Total hours of work per day
- (3) Rate of pay
- (4) Estimated annual cost to City

E. Assignments

This agreement shall apply to the employment and assignment of adult crossing guards for the regular school schedule.

It does not apply to extracurricular activities or other activities which may be held in school facilities.

4. TERM

The term of this Agreement shall be for one year with automatic renewal each year on the date of the Agreement, except that either party may, with 30 days' written notice, terminate or request amendments to this Agreement.

5. ACCOUNTING

A. Eligible Costs

Only those costs incurred by the employment of adult crossing guards shall be considered eligible.

B. Records

Complete and detailed records as required by standard auditing practices and procedures shall be maintained by the School District. Said records shall be available to the City on request.

< C. Invoices

Invoices for **adult** crossing guard costs shall be billed to the City monthly. Each invoice shall include as a minimum:

- | | |
|--|--|
| (1) Locations | (4) Cost breakdown
(salary benefits,
overhead) |
| (2) Crossing guard {name(s)} | |
| (3) Hours worked during the
time period | (5) Other direct costs
as identified
(equipment,
uniform, etc.) |

D. Payment

Payment shall be **made** by City to School District within 30 days from receipt of invoice.

6. RECONSIDERATION

Any **change** in the governing statute(s) under which this Agreement is made shall require the parties to reconsider this Agreement.

7. INSURANCE REQUIREMENTS

School District **agrees** to maintain in full force during the *term* hereof "and pay **the** cost of a policy of general liability insurance which contains an Additional Named Insured Endorsement obtained at City expense naming City as an Additional Insured, and under which the insurer agrees to indemnify and hold City harmless ~~from~~ and against all costs, **expenses**, and liability arising out of, or **based** upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the ~~demised~~ premises; ~~where~~ such accident, damage, or injury, including death, results or is

claimed to have resulted, from any act or omission on the part of School District, or School District's agents or employees in the implementation of this contract. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on school District's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the co-insurance afforded by this endorsement."


A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, the name of the project/event that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of any portion of the project/event, this Agreement shall be null and void and the project/event shall be

cancelled. In the matter of a lease agreement, a duplicate or certificate of said insurance *must* be in the City's hands at *the* time of the execution *of* the lease agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Lease, shall apply and be construed as applying to *any* subtenant of School District.

LODI UNIFIED SCHOOL DISTRICT

CITY OF LODI


By 
ELLERTH LARSON
SUPERINTENDENT

By 
THOMAS A. PETERSON
CITY MANAGER


ATTEST:


ALICE M. REIMZHE
CITY CLERK

Approved as to Form:


Susanne K. Reed
Breon, Galgani, Godino
& O'Donnell, Attorneys for
Lodi Unified School District

Approved as to Form:


Ronald M. Stein
CITY ATTORNEY

10-07.3 Warrants for Adult Crossing Guards

Adult Crossing Guards normally are **assigned** where official **supervision** of **elementary school** pedestrians is desirable while **they** cross a public highway on the **"Suggested Route to School"**, and at **least 40** elementary school pedestrians for **each of any two hours daily** use the crossing while going to or **from** school. Adult crossing guards may be used under the **following conditions**:

1. At uncontrolled crossings where there is no **alternate controlled** crossing within 600 feet; and
 - a. In urban areas where the vehicular **traffic** volume exceeds 350 during each of any two **hours** (not **necessarily** consecutive) in which 40 or more **school** pedestrians **cross** daily while going to or from school; or
 - b. In rural areas where the vehicular traffic volume exceeds 300 during each of any two **hours** (not **necessarily** consecutive) in which 30 or more **school** pedestrians **cross** daily while going to or **from** school.

Whenever the critical (85 percentile) **approach speed exceeds 40 mph**, the guidelines for rural areas should be applied.

2 At stop sign-controlled crossings:

Where the vehicular **traffic volume** on undivided highways of **four** or more lanes exceeds 500 per hour during any period when the school pedestrians are going to or **from** school.

3 At traffic signal-controlled crossings:

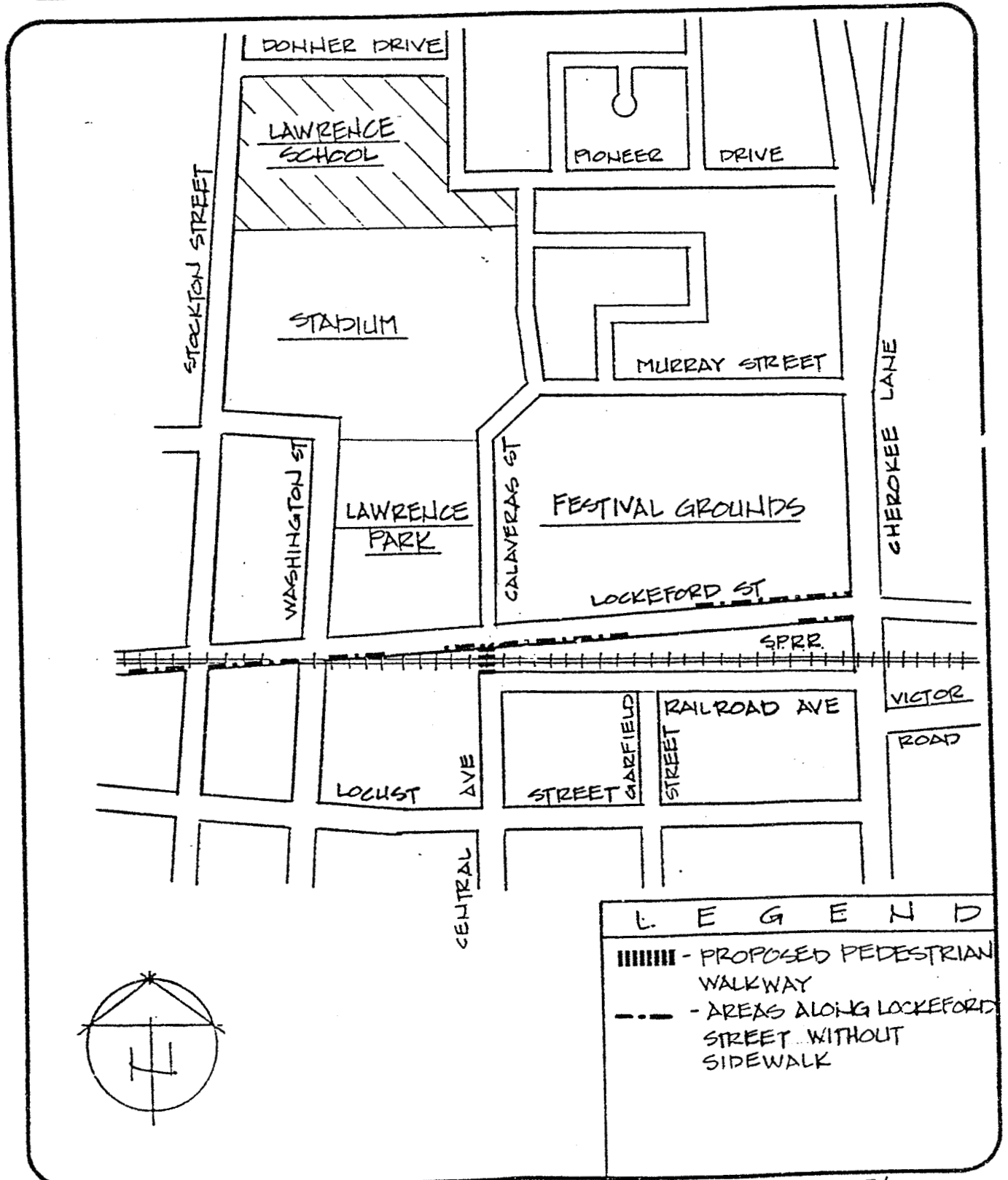
- a. Where the number of vehicular turning movements through the **school crosswalk** exceeds 300 per hour while school pedestrians **are** going to or from school; or
- b. Where there are circumstances not normally present at a **signalized** intersection, **such as** crosswalks more **than** 80 feet long with no intermediate refuge, or an abnormally high **proportion** of large **commercial** vehicles.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LAWRENCE SCHOOL ADULT CROSSING GUARD STUDY



File 7/17 7/16

CITY COUNCIL

DAVID M. HINCHMAN, Mayor
JAMES W. PINKERTOX, Jr.
Mayor Pro Tem
PHILLIP A. PENNINO
JACK A. SIEGLOCK
JOHN R. (Randy) SNIDER

CITY OF LODI

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July 10, 1991

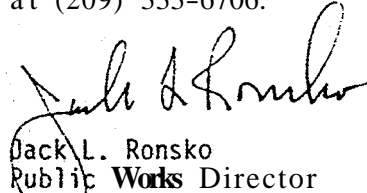
THOMAS A. PETERSON
City Manager
ALICE M. REIMCHE
City Clerk
BOB McNATT
City Attorney

SUBJECT: Adult Crossing Guard Study - Various Locations

Enclosed is a copy of background information on an item that will be discussed at the City Council meeting on Wednesday, **July 17**, 1991, at 7:30 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, **305** West Pine Street. You are welcome to attend.

If you wish to communicate with the City Council, please contact Alice Reimche, City Clerk, at (209) 333-6702.

If **you** have any questions about the item, please call Richard Prima or me at (209) 333-6706.


Jack L. Ronsko
Public Works Director

JLR/mt

Enclosure

cc: City Clerk